



**Request for City Council Committee Action  
From the Department of Public Works**

Date: June 13, 2002  
To: Transportation and Public Works Committee  
Referral to: Ways & Means/Budget Committee

**Subject:** Amendment to City/County Agreement for Cost Participation in the Study and Design of Improved Access to Lake Street at I-35W

**Recommendation:**

1. Amend the City/County Contract (City Contract #C-00-14852, County Agreement #65-20-99) to provide \$60,000 additional funding for the study.
2. Authorize Approval of the Contract Amendment pending Satisfactory Review by the City Attorney's Office
3. Appropriate \$60,000 from Fund Agency/Org. 4100-937-9372

**Previous Directives:**

Agreement for Cost Participation in the Study and Design of Improved Access to Lake Street at I-35W (City Contract #C-00-14852; County Agreement #65-20-99) Approved by City Council on December 17, 1999 (see Attachment A)

Prepared or Submitted by: Jack Yuzna and Jon Wertjes  
Approved: David J. Sonnenberg, P. E., City Engineer, Director of Public Works

By: Paul Ogren/Greg Finstad   
Presenters in Committee: Jack Yuzna, Engineering Services, 673-2415  
Jon Wertjes, Transportation and Parking Services, 673-2614

**Financial Impact** (Check those that apply)

- ☒ No financial impact - or - Action is within current department budget.  
(If checked, go directly to Background/Supporting Information)  
☐ Action requires an appropriation increase to the Capital Budget  
☐ Action requires an appropriation increase to the Operating Budget  
☐ Action provides increased revenue for appropriation increase  
☐ Action requires use of contingency or reserves  
☐ Other financial impact (Explain):

☐ Request provided to the Budget Office when provided to the Committee Coordinator

**Community Impact** (use any categories that apply)  
Neighborhood Notification – See below  
City Goals  
Comprehensive Plan  
Zoning Code  
Other

### **Background/Supporting Information Attached**

In 1997, local business and neighborhood leaders began investigating improving the local access to I-35W at Lake Street. Community leaders felt that the improved local access was an important element in sustaining economic development and improving livability in the area. Responding to the community requests, the County and City expressed their support and sought the support of the state and federal government for the access improvements. The County further agreed to be the lead public agency.

In 1999 the County pursued and was successful in obtaining \$2 million in federal funding through the Transportation Enhancement Act for the 21<sup>st</sup> Century (TEA-21) that had identified improved access to I-35W at Lake Street as a high priority project. The TEA-21 funds covered 80% of the total estimated \$2.5 million project cost for preliminary design. The remaining \$500,000 (20%) of required local funding was split equally by the County, City and State of Minnesota (MnDOT). This funding was primarily used to hire consultants.

In order to gain federal, state, and regional agency approval for the improved access, it was necessary to prepare an Environmental Assessment (EA) worksheet along the I-35W corridor and adjacent City and County roads. The study required analyzing existing and projected transportation, noise, social and neighborhood implications resulting from an I-35W/Lake Street Access project. In order to accomplish the study, both preliminary and detailed designs were needed. It was felt public participation was essential in selecting a preferred design and that a Project Advisory Committee (PAC) consisting of local residents, businesses, property owners, and institutions be formed to review options and their impacts while making recommendations to the community and policy makers about future directions. The PAC has been meeting on a monthly basis.

In addition, a Technical Advisory Committee (TAC) was formed that included MnDOT, Metro Council, County and City staffs. The TAC has been meeting on a weekly basis.

These PAC and TAC committees have considered 25 different ramp alternatives, including several new alternatives and sub-alternatives that were introduced by the PAC members. The general project study area is defined in Attachment B. A screening process, over a 17-month duration, was conducted to assess the merits of the various alternatives. In August 2000, the PAC accepted the TAC recommended Alternatives 3B, 6A and/or 6B, and 8 along with connecting and mitigation components.

During the rest of 2000 and 2001 the project has been better defining and refining the alternatives and mitigation, funding requirements/participants, preparing the EA worksheet requirements, and completing various traffic analyses on the freeway and local roadway systems. Currently the proposed project is a \$150 million dollar improvement. The project preliminary design is nearing the completion of the EA worksheet which is expected to be completed and presented with open house meetings in early fall 2002.

The City and County Cost Participation Agreement approved December 17, 1999, was based on a total estimated cost of \$2,500,000. We are now nearing completion of this work and it has been determined that \$778,000 in additional funds will be needed to complete the planning and design studies. Based on the previously agreed upon cost sharing in agreement, the City's share would be an amount not to exceed \$60,000. Funds are currently available in City Capital Improvements Fund (4100-937-9372) to cover these expenditures.

The Hennepin County Board will take action on June 11, 2002 to approve their funding share of the additional planning study needs. (See Attachment C)

Participating and funding in the completion of the project's preliminary and detailed designs does not obligate the City to participate in funding the future construction.

cc: CM Dean Zimmerman, Ward 6  
CM Robert Lilligren, Ward 8  
CM Dan Niziolek, Ward 10

Attachments:

- A. Agreement for Cost Participation in the Study and Design of Improved Access to Lake Street at I-35W (City Contract #C-00-14852; County Agreement #65-20-99) Approved by City Council on December 17, 1999
- B. General Project Area map
- C. Hennepin County Board Resolution 02-372

Agreement No. PW 65-20-99  
County Project No. 9864  
County State Aid Highway No. 3  
City of Minneapolis  
County of Hennepin

**AGREEMENT FOR COST PARTICIPATION  
IN THE STUDY AND DESIGN OF IMPROVED ACCESS  
AT CSAH 3 (LAKE STREET) AND I-35W**

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of Dec, 1998 JC  
by and between the County of Hennepin, a body politic and corporate under the laws of the State of  
Minnesota, hereinafter referred to as the "County", and the City of Minneapolis, a body politic and  
corporate under the laws of the State of Minnesota, hereinafter referred to as the "City".

**WITNESSETH:**

**WHEREAS**, Local business and neighborhood leaders have impressed upon the County and  
the City the importance of improved local access to I-35W in the vicinity of Lake Street (County  
State Aid Highway 3) as a means to sustain economic development and improve the livability of  
residential neighborhoods in the area; and

**WHEREAS**, In response to local business and neighborhood leader requests for support of  
improved access to I-35W in the vicinity of Lake Street, the County and the City have formally  
expressed their support and sought the support of the state and federal government for said access  
improvements; and

**WHEREAS**, The Transportation Equity Act for the 21<sup>st</sup> Century, hereinafter referred to as  
"TEA21", identifies improved access to I-35W in the vicinity of Lake Street in Minneapolis as a High  
Priority Project; and

**WHEREAS**, TEA21 allows state and local government flexibility in the process of  
determining how improved access to I-35W in the vicinity of Lake Street in Minneapolis may be  
provided; and

**WHEREAS**, In order to gain federal, state, and regional agency approval of a proposal for  
improved access to I-35W in the vicinity of Lake Street, it is necessary to study traffic conditions  
along the I-35W corridor and adjacent Minneapolis streets and county roads and further examine  
projected changes to those traffic conditions in response to proposed I-35W access changes, and  
develop a preliminary design and detail design of proposed I-35W access changes, with public  
participation in the review of options and their impacts, all of which can be accomplished and are  
hereinafter referred to as the "Project"; and

**WHEREAS**, The County has agreed to be the lead public agency for the Project, and, with a  
local non-profit corporation, to co-direct the development and management of the Project through the  
preliminary and final (detail) design phases; and

HL

WHEREAS, The above described Project limits lie within the corporate limits of the City;  
and

WHEREAS, The City has expressed willingness to participate in the cost of the Project; and

WHEREAS, The total estimated Project cost for preliminary and detail design is \$2.5 million which will be funded eighty (80) percent by TEA21 funding (\$2.0 million) and twenty (20) percent by local funding (equal shares split by the County, the City and the State of Minnesota); and

WHEREAS, It is contemplated that said work be carried out by the parties hereto under the provisions of Minnesota Statutes Section 162.17, Subdivision 1, and Section 471.59.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**I**

The County has executed separate agreements with a local non-profit corporation, a management consultant, and an engineering consultant for the completion of the aforesaid traffic studies and preliminary design required for approval of a proposal for improved access to I-35W in the vicinity of Lake Street. The County will insure that all federal and state requirements are met and will administer federal, state and local funding in accordance with the procedures established for the expenditure of TEA21 and state funds. Together with the non-profit corporation, the County will organize necessary committees, task forces, and/or work groups necessary to properly engage the public in the development and evaluation of I-35W access options.

The County will also assure that the detail design of the Project shall meet minimum standards for roadway projects as specified in accordance with applicable federal, state, and local regulations and requirements as well as all applicable design standards and requirements of the Federal Highway Administration and the Minnesota Department of Transportation (Mn/DOT) and the American Association of State Highway and Transportation Officials (AASHTO) guidelines and recommendations.

By executing this Agreement, the City hereby concurs in the means by which the design of the Project will be completed.

**II**

As referenced in Section I, various committees have been established to cultivate and incorporate the concerns and ideas of all parties affected by or which have an interest in the development of the Project. Two such committees are the Project Advisory Committee and the Technical Advisory Committee, both of which contain City representation. As members of these committees, the City shall have the opportunity to participate in the Project development.

The City shall also provide the County's consultants with existing data and documents as may be necessary for the completion of the aforementioned traffic studies and modeling and other public information that will assist the consultants' activities of engaging public involvement in the development and evaluation of I-35W access options. It is understood that while the City agrees to furnish data and information to the County's consultants, the City shall have no responsibility for the supervision of the consultants' work. Supervision of the consultants shall be the responsibility of the County and the non-profit corporation, as aforesaid.

### III

It is understood that the aforementioned agreements between the County and the consultants identified are only for the development of preliminary designs and documents necessary to obtain approval of a proposal for improved access to I-35W in the vicinity of Lake Street. The development of detail plans for construction is not included in said agreements.

The Project will not progress to detail design status until one design alternate is selected and approved by the City, the County and Mn/DOT.

### IV

The cost of the Project for preliminary and detail design is estimated at a total of \$2.5 million. Federal TEA21 monies will fund eighty (80) percent of this amount. The remaining twenty (20) percent will be funded through equal shares by the City, the County and Mn/DOT. The County, as lead public agency, shall be responsible for the collection and dispersal of all funds for the preliminary and detail design costs. The County will enter into separate agreements with Mn/DOT for receipt of the federal and Mn/DOT shares of the Project cost.

The City, by executing this agreement, hereby agrees to fund one-third of the twenty (20) percent non-federal funded portion of the Project cost. The City's share of the Project cost for preliminary and detail design shall be One Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and No Cents (\$166,666.00). Of this amount, the preliminary design cost is estimated at \$67,666.00 and the detail design cost is estimated at \$99,000.00.

In addition to the City's share of the preliminary and detail design costs described above, the City agrees to reimburse the County for fifty (50) percent of the miscellaneous costs to be incurred by the County which will not be submitted for federal funding. Such miscellaneous Project costs, estimated at \$32,000.00, will include, but not be limited to, payment for open house/public meeting advertisements, refreshments and interpreter services.

It is hereby understood that the aforelisted three separate amounts for preliminary design costs, detail design costs, and miscellaneous costs are estimates and that the payments by the City shall be determined using actual costs and, therefore, may vary from the estimated amounts. However, the total payments by the City to the County for all costs associated with this Project shall not exceed \$182,666.00 (\$67,666.00 + \$99,000.00 + \$16,000.00) without an amendment to this Agreement. As

referenced in Section III, the Project will not progress to detail design (final design) status until one design alternate is approved by the City, the County and Mn/DOT. Hence, City costs for the detail design phase will not be incurred until a preliminary design is approved by all parties.

V

The County will invoice the City on a regular basis for reimbursement of design and miscellaneous costs incurred by the County as the work is completed. The invoice will include copies of invoices the County has received from its consultants for the previous month as well as copies of invoices for miscellaneous costs incurred by the County. The amount due the County from the City on said invoices shall be computed at one-third of all costs eligible for federal funding and fifty (50) percent of miscellaneous costs incurred by the County which are not eligible for federal funding.

The City shall remit payment of the full amount due to the Hennepin County Treasurer within forty-five (45) days of submittal of said invoices.

All payments to the County shall be postmarked by the date due or a late penalty of one (1) percent per month, or fraction thereof, on the unpaid amount due as stated on the invoice, notwithstanding any dispute of such amount. Should a disputed amount be resolved in favor of the City, the County shall reimburse the disputed amount plus daily interest thereon calculated from the date such disputed amount was received by the County. Daily interest shall be at the rate of one (1) percent per month on the disputed amount.

VI

Unless terminated pursuant to the immediately following paragraph, this Agreement shall be in full force and effect from the date of execution to December 31, 2002 or until the services provided pursuant to this Agreement have been completed, whichever occurs earlier.

Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other party that said Agreement shall cease and terminate at the end of said sixty day period. Expenses incurred up to the date of termination shall be shared in the same proportions and be subject to the same conditions as those expenses incurred prior to termination.

The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

## VII

The County and the City shall both comply with all applicable federal, state and local statutes, regulations, rules and ordinances in force or hereafter enacted in the completion of the work and services herein agreed to.

## VIII

The City and County agree that the City, the County, the State Auditor, the Federal Highway Administration, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the City and the County and involve transactions relating to this Agreement.

## IX

Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts of the other party and the results thereof. The County's and the City's liability is governed by the provisions of Minnesota Statutes, Chapter 466.

The County and the City each warrant that they are able to comply with the foregoing indemnity requirements through an insurance or self-insurance program.

## X

It is further agreed that any and all employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the County, and that any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County.

Also, any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the City, and that any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the City.



**XI**

In order to coordinate the services of the County with the activities of the City so as to accomplish the purposes of this Agreement, the Hennepin County Transportation Director or his designated representative shall manage this Agreement on behalf of the County and serve as liaison between the County and the City.

In order to coordinate the services of the City with the activities of the County so as to accomplish the purposes of this Agreement, the City Director of Public Works or his designated representative shall manage this Agreement on behalf of the City and serve as liaison between the City and the County.

**XII**

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

**XIII**

The provisions of Minnesota Statutes 181.59 and of any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.

**XIV**

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this contract and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the herein parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

Agreement No. PW 65-20-99  
County Project No. 9864

IN TESTIMONY WHEREOF, The parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

CITY OF MINNEAPOLIS

COUNTERSIGNED:

By: John Mear  
City Finance Officer

Date: 12-30-99

By: Alan Day Butler  
Mayor

Date: 12-28-99

APPROVED AS TO FORM:

By: [Signature]  
City Attorney

Date: 12-28-99

ATTEST:  
By: [Signature]  
Assistant City Clerk

Date: 12-28-99

COUNTY OF HENNEPIN

ATTEST:

By: Judith A. Chumley  
Deputy/Clerk of the County Board

Date: 1-10-2000

By: [Signature]  
Chair of its County Board

Date: 1-10-2000

APPROVED AS TO FORM:

By: Julie K. Bowman  
Assistant County Attorney

Date: 12/9/99

And: Sandra L. Vargo  
Assistant/Deputy/County Administrator

Date: 1-07-2000

And: [Signature]  
Assistant County Administrator, Public Works  
and County Engineer

Date: 1-6-00

APPROVED AS TO EXECUTION:

By: Julie K. Bowman  
Assistant County Attorney

Date: 1/7/00

RECOMMENDED FOR APPROVAL

By: James A. Huber  
Director, Transportation Department

Date: 12/30/99

[Signature]

CITY OF MINNEAPOLIS  
CERTIFICATION

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN) SS  
CITY OF MINNEAPOLIS )

I, Merry Keefe, City Clerk of the City of Minneapolis, in the County of Hennepin and State of Minnesota, certify that I have examined the attached copy of a report of the Transportation & Public Works and Ways & Means/Budget Committees, relating to the Improved Access at Lake Street and I-35 W Study, passed by the Minneapolis City Council on December 17, 1999, and have carefully compared the same with the original on file in this office, and that the attached copy is a true, correct and complete copy of the original.

IN WITNESS WHEREOF, I have signed and affixed the  
city seal on Monday, January 3, 2000.

  
\_\_\_\_\_  
City Clerk

**T&PW & W&M/Budget-** Your Committee, having under consideration participation in the study, preliminary design and final design of improved access at CASH 3 (Lake Street) and I-35W, now recommends that the proper City officers be directed to execute Agreement No. PW 65-20-99 with Hennepin County for the City's share of a study and authorized to make a total payment of \$182,666 to the County from the 1999 and 2000 Engineering Services Budget (4100-6025), to be funded as follows:

a) The Budget office is directed to allow the Engineering Services Division to carry over \$100,000 from its 1999 Budget (4100-6025) into year 2000 budget to cover part of the required \$182,666 payment; and

b) The remaining \$82,666 will be paid from the approved year 2000 Engineering Services Budget (4100-6025).

**ADOPTED**

Approved as to Accuracy: 


RECORD OF COUNCIL VOTE (X INDICATES VOTE)													
COUNCIL MEMBER	AYE	NAY	NOT VOTING	ABSENT	VOTE TO OVERRIDE	VOTE TO SUSTAIN	COUNCIL MEMBER	AYE	NAY	NOT VOTING	ABSENT	VOTE TO OVERRIDE	VOTE TO SUSTAIN
Ostrow	X						Thurber	X					
Campbell	X						McDonald	X					
Bremat	X						Mead	X					
Johnson	X						Colvin Roy	X					
Niland	X						Lane	X					
Goodman	X						President						
Herron	X						Cherryhomes	X					

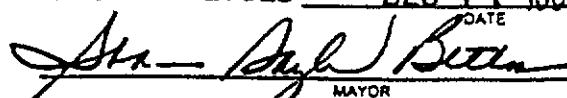
PASSED DEC 17 1999  
DATE

APPROVED - NOT APPROVED - VETOED

DEC 17 1999  
DATE

ATTEST

  
CITY CLERK

  
MAYOR

Be It Further Resolved that the following people be appointed to serve on the SCWMC until January, 2001:

Commissioner: Council Member Barbara Johnson

Adopted. Yeas, 13; Nays none.

Passed December 17, 1999. J. Cherryhomes, President of Council.

Approved December 23, 1999. S. Sayles Belton, Mayor.

Attest: M. Keefe, City Clerk.

The **TRANSPORTATION & PUBLIC WORKS** and **WAYS & MEANS/BUDGET** Committees submitted the following reports:

**T&PW & W&M/Budget** - Your Committee recommends acceptance of the following bids in accordance with City specifications (Petr No 265449):

a) OP #5201, only bid submitted by Pierce Manufacturing, Inc. represented by Clarey's Safety Equipment in the amount of \$404,610 for furnishing and delivering a heavy duty rescue vehicle to the Public Works Equipment Service Division; and

b) OP #5262, only bid of Duncan Industries Parking Control System Corporation in the amount of \$61,919.12 for furnishing and delivering reloadable cash card vending machines to the Public Works Transportation Division.

Your Committee further recommends that the proper City Officers be authorized to execute contracts for the above projects and/or services, in accordance with City specifications.

Adopted. Yeas, 13; Nays none.

Passed December 17, 1999.

Approved December 23, 1999. S. Sayles Belton, Mayor.

Attest: M. Keefe, City Clerk.

(Republished January 5, 2000)

**T&PW & W&M/Budget** - Your Committee, having under consideration the Uptown Streetscape Project and having been informed that the project is complete, now recommends that the proper City officers be authorized to execute Supplemental Agreement #4 to the contract with Electric Service Company of Minneapolis (Contract #9199) increasing the contract by \$12,677.29 due to a change in the scope of project construction.

Your Committee further recommends that the electrical and concrete work for the project be accepted and final payment of \$1,026,972.07 be authorized.

Adopted. Yeas, 13; Nays none.

Passed December 17, 1999.

Approved December 23, 1999. S. Sayles Belton, Mayor.

Attest: M. Keefe, City Clerk.

**T&PW & W&M/Budget** - Your Committee, having under consideration participation in the study, preliminary design and final design of improved access at CASH 3 (Lake Street) and I-35W, now recommends that the proper City officers be directed to execute Agreement No. PW 65-20-99 with Hennepin County for the City's share of a study and authorized to make a total payment of \$182,666 to the County from the 1999 and 2000 Engineering Services Budget (4100-6025), to be funded as follows:

a) The Budget office is directed to allow the Engineering Services Division to carry over \$100,000 from its 1999 Budget (4100-6025) into year 2000 budget to cover part of the required \$182,666 payment; and

b) The remaining \$82,666 will be paid from the approved year 2000 Engineering Services Budget (4100-6025).

Adopted. Yeas, 13; Nays none.

Passed December 17, 1999.

Approved December 17, 1999. S. Sayles Belton, Mayor.

Attest: M. Keefe, City Clerk.

(Published December 21, 1999)

**T&PW & W&M/Budget** - Your Committee, having under consideration Phase 3 of the Cedar Lake Trail Project and two easements that are required for construction and having received a report from the Minneapolis Community Development Agency (MCDA) outlining what condemnation of the properties would cost and a report from the Risk Management Division providing an assessment of the risks involved with the easements, now recommends that the proper City officers be authorized to:

a) Enter into an easement agreement with the Burlington Northern Sante Fe Railroad for property associated with the Phase 3 of the Cedar Lake Trail Project and make a payment in the amount of \$16,470;

b) Enter into an easement agreement with Investment Management, Incorporated (IMI) for property associated with Phase 3 of the Cedar Lake Trail Project and make a payment in the amount of \$1; and

# I-35W / South Minneapolis New Access Minneapolis, Minnesota

## General Project Area

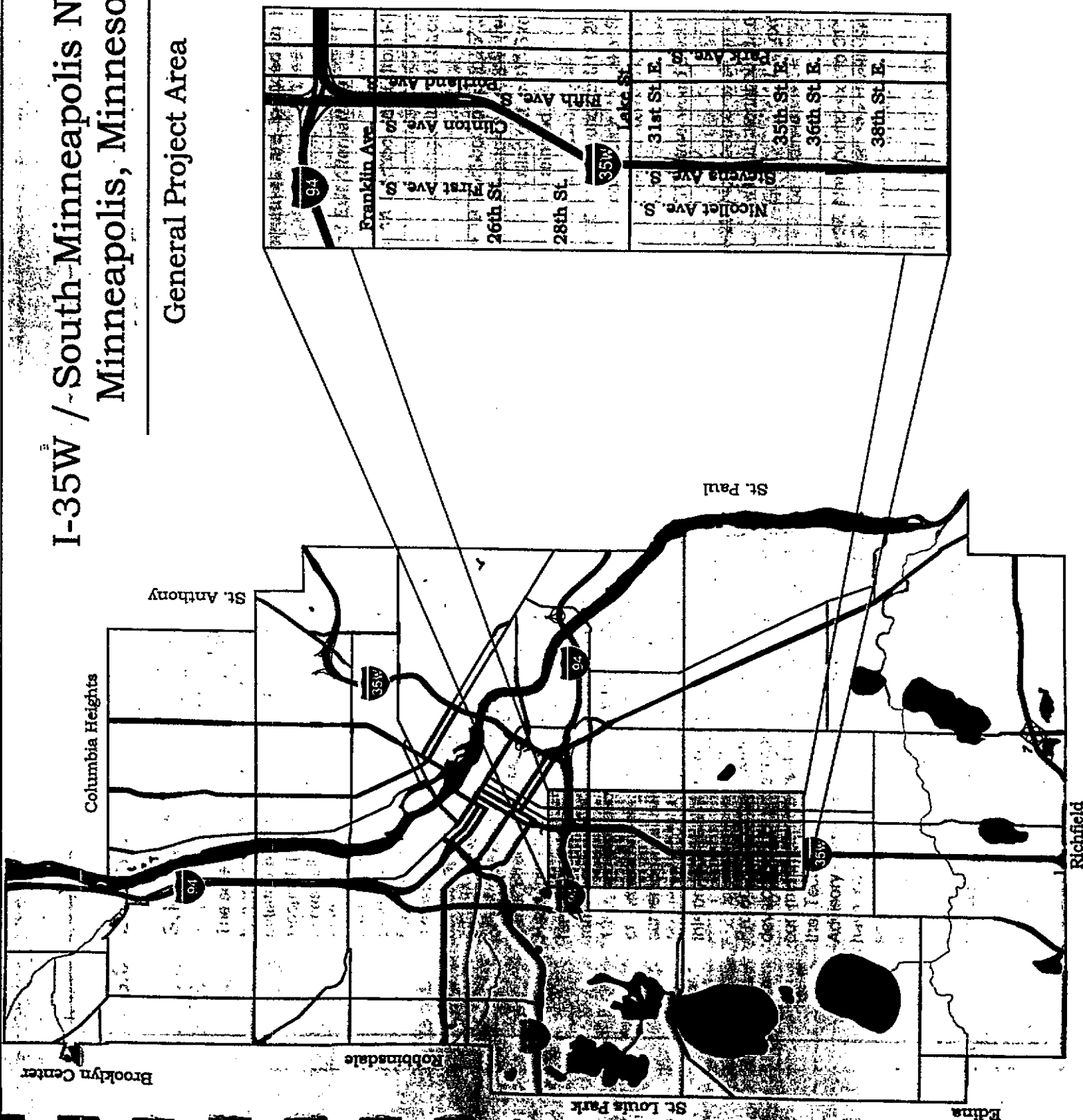


Figure 1



## RESOLUTION NO. 02-372

The following Resolution was offered by the Public Service Committee:

BE IT RESOLVED, That the County Administrator be authorized to negotiate Amendment 5 to Agreement PW 62-66-98 with Smith Parker, increasing the NTE amount by \$179,944 to \$832,944 and extending the termination date from June 30, 2002 to December 31, 2002, and Amendment 3 to Agreement PW 68-66-99 with Short Elliott Hendrickson, Inc., increasing the NTE amount by \$724,377 to \$2,142,104 and extending the termination date from June 30, 2002 to December 31, 2002, for additional professional services related to the study and design of improved access at CSAH 3 (Lake Street) and I-35W in the City of Minneapolis (C.P. 9864), at an estimated total County cost of \$60,289, and necessary amendments to Agreement PW 44-40-00 (Federal Agreement 78744) and Agreement PW 43-40-00 (Minnesota Department of Transportation Agreement 78548) with the Minnesota Department of Transportation for additional federal and state funding, respectively, and Amendment 1 to Agreement PW 65-20-99 with the City of Minneapolis to assist in financing the cost of the additional services; that the Chair of the Board be authorized to sign said amendments on behalf of Hennepin County; that the project budget for C.P. 9864 be increased by \$721,800 from \$3,250,000 to \$3,971,800; and that the Controller be authorized to transfer and disburse funds as directed.